



DP20 #20
MD5
5-30-03

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Curtis M. Pleiss; Stanton M. Keeler

Assignee: DPHI Acquisitions. Inc.

Title: Structure And Method For Storing Data On Optical Disks

Serial No.: 09/542,681 Filing Date: April 3, 2000

Examiner: Unassigned Group Art Unit: 2753

Docket No.: M-8379 US

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COMMISSIONER FOR PATENTS
Washington, D.C. 20231

MAY 30 2003

Technology Center 2600

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST

Sir:

The above-identified assignee, hereby revokes all powers of attorney previously given and appoints the attorney(s) and/or agent(s) identified below to prosecute the above-identified application and to transact all business in the United States Patent and Trademark Office in connection therewith:

Customer No. 32605

Please address all correspondence and telephone calls regarding this application to:

Theodore P. Lopez
MacPherson Kwok Chen & Heid LLP
2001 Gateway Place, Suite 195E
San Jose, CA 95110
Phone: (949) 752-7040
Fax: (408) 392-9262

ASSIGNEE CERTIFICATION UNDER 37 CFR 3.73(B)

The undersigned representative of the above-identified assignee certifies that the above-identified assignee is the assignee of the entire right, title and interest in the above-identified

patent application/patent by virtue of a chain of title from the inventor(s) of the above-identified patent application/patent to the above-identified assignee as shown below:

1. From: Curits M. Pleiss To: DataPlay, Inc.

2. From: Stanton M. Keeler To: DataPlay, Inc.

The document was recorded in the United States Patent and Trademark Office at Reel 010948 Frame 0974. A copy of the document is attached.

3. From: DataPlay, Inc. To: Silicon Valley Bank

The document was recorded in the United States Patent and Trademark Office at Reel 012493 Frame 0423. A copy of the document is attached.

4. From: Silicon Valley Bank To: DPHI Acquisitions, Inc.

A copy of the assignment document being attached hereto.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the above-identified assignee.

Date: 4/15/03

DPHI Acquisitions, Inc.

By: Jeffrey L. Roberts
(Signature)

Name: William J. Almon, Jr.

Title: President & CEO

*JEFFREY L. ROBERTS
DIRECTOR FINANCE*



MI-8379 US

SEPTEMBER 15, 2000

PTAS

SKJERVEN, MORRILL, MACPHERSON, ET AL.
DAVID E. STEUBER
25 METRO DRIVE, SUITE 700
SAN JOSE, CA 95110



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UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT Technology Center 2600

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RECORDATION DATE: 07/06/2000

REEL/FRAME: 010948/0974
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

PLEISS, CURTIS M.

DOC DATE: 04/27/2000

ASSIGNOR:

KEELER, STANTON M.

DOC DATE: 05/01/2000

ASSIGNEE:

DATAPLAY, INC.
6200 LOOKOUT ROAD
BOULDER, COLORADO 80301

FILING DATE: 04/03/2000
ISSUE DATE:

SERIAL NUMBER: 09542681
PATENT NUMBER:

SHIRLIE SIMON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

UNITED STATES
PATENT AND
TRADEMARK OFFICE

MARCH 20, 2002

PTAS

Chief Information Officer
Washington, DC 20231
www.uspto.gov

SILICON VALLEY BANK
SHANNON HUBBARD
LOAN DOCUMENTATION HA155
3003 TASMAN DR.
SANTA CLARA, CA 95054



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RECORDATION DATE: 01/29/2002

REEL/FRAME: 012493/0423
NUMBER OF PAGES: 12

BRIEF: SECURITY AGREEMENT

ASSIGNOR:
DATAPLAY, INC.

DOC DATE: 12/20/2001

ASSIGNEE:
SILICON VALLEY BANK
3003 TASMAN DR.
LOAN DOCUMENTATION HA155
SANTA CLARA, CALIFORNIA 95054

SERIAL NUMBER: 09315393

✓ FILING DATE: 05/20/1999 M-8534
ISSUE DATE:

PATENT NUMBER:

✓ FILING DATE: 03/15/2001 M-8534-1D
ISSUE DATE:

SERIAL NUMBER: 09753356

✓ FILING DATE: 12/29/2000 M-8534-2D
ISSUE DATE:

PATENT NUMBER:

✓ FILING DATE: 03/17/2000 M-8531
ISSUE DATE:

SERIAL NUMBER: 09753109

PATENT NUMBER:

SERIAL NUMBER: 09527932

PATENT NUMBER:

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ASSIGNMENT

This Assignment ("Assignment") is effective as of the date of execution hereof by SILICON VALLEY BANK ("SVB") having a place of business at 3003 Tasman Drive, Santa Clara, California 95054, GATX VENTURES, INC ("GATX") having a place of business at 3687 Mt. Diablo Boulevard, Suite 200, Lafayette, California 94549, and SEQUEL ENTREPRENEURS' FUND II, L.P., in its capacity as Collateral Agent ("Sequel") having a place of business at 4430 Arapahoe Avenue, Suite 220, Boulder, Colorado 80303 (SVB, GATX and Sequel hereinafter collectively referred to as "Assignors"). The rights assigned herein will be owned by DPHI Acquisitions, Inc., a Delaware corporation, (hereinafter "Assignee"), with its principal place of business located at 2580 55th Street, Boulder, Colorado 80301.

WHEREAS, Assignors have acquired all rights, title and interest to technologies ("Technology") including, but not limited to, all versions of any software, firmware, hardware, chip layout and design, manufacturing processes, methods and system (including, without limitation, computer applications), ideas, inventions, disclosures, original works of authorship, developments, improvements, modifications, or enhancements, created, acquired and/or developed by or on behalf of DataPlay, Inc., including, without limitation, all object code and source code; all designs, drawings, specifications, models, data, algorithms, documentation, diagrams, flow charts and development plans, know-how and techniques, trade secrets and materials; all derivative works of the foregoing by whomever created (in object code, source code, or any other form and/or any media); and all tangible embodiments of the foregoing (in whatever form or media); and

WHEREAS, Assignors hereby desire to irrevocably assign to Assignee all rights, title and interest in and to the Technology.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors make the following assignment:

1. Assignors hereby irrevocably assign to Assignee all of Assignors' rights, title and interest in and to the Technology, said rights, title and interest including, but not limited to, all patent rights, copyrights, trademark rights, mask rights, trade secret rights and all other intellectual and industrial property rights anywhere in the world thereto, to have and to hold the same unto Assignee, its successors and assigns. In addition, Assignors hereby assign to Assignee and waives any and all moral rights Assignors may have in and to the Technology or any portion thereof.

2. Assignors irrevocably assign to Assignee all of Assignors' rights, title and interest in and to all patent applications and issued patents so derived from the Technology, together with any reissue, continuation, division, continuation-in-part or extension thereof, filed in the United States, as listed in Attachment A, and Internationally, as listed in Attachment B. In addition, Assignors irrevocably assign to Assignee all of Assignors' rights, title and interest in all invention disclosures as listed in Attachment C.

3. At any time, and from time to time after the date of execution of this Assignment, Assignors shall forthwith, upon Assignee's request, take any and all steps to

execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights and causes of action more effectively in Assignee and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

4. Assignors hereby constitute and appoint Assignee as Assignors' true and lawful attorney-in-fact, with full power of substitution in Assignors' name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Technology that may accrue or have accrued in Assignors' favor from the respective date of creation of the Technology to the date of this Assignment. Assignors hereby declare that the foregoing power is coupled with an interest and is irrevocable.

5. To the extent, if any, that Assignors retain any right, title or interest with respect to the Technology or rights in any technology or materials that would be infringed by Assignee's use, sale, offer for sale, modification, making, maintenance, support, reproduction or distribution of any of the Technology, Assignors hereby grant to Assignee an exclusive, irrevocable, perpetual, fully paid-up, royalty-free, transferable, sublicensable, worldwide right and license to exploit and exercise all such technology and materials (i) to use, sell, offer to sell, modify, make, maintain, support, reproduce and distribute all or any portion of the Technology, including, without limitation, the making of additions to or deletions from the Technology, regardless of the medium (now or hereafter known) into which the Technology may be modified.

6. No waiver of any breach or condition of this Assignment shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. If any provision of this Assignment is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be wholly performed within California, without regard to conflicts of laws provisions thereof.

WITHOUT LIMITING IN ANY WAY THE PROVISIONS OF THE ASSET PURCHASE AGREEMENT DATED FEBRUARY 19, 2003, BETWEEN ASSIGNORS AND ASSIGNEE, INCLUDING THE ASSIGNORS' REPRESENTATIONS AND WARRANTIES SET FORTH THEREIN, ALL OF WHICH APPLY TO THIS ASSIGNMENT AND ALL OF WHICH TERMS OF THE ASSET PURCHASE AGREEMENT ARE APPLICABLE TO THIS ASSIGNMENT AND THE CONVEYANCE EFFECTUATED PURSUANT HERETO, ASSIGNORS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE TITLE TO THE TECHNOLOGY; THE CONDITION, DESIGN, OR QUALITY OF THE TECHNOLOGY; THE FITNESS OF THE TECHNOLOGY FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE TECHNOLOGY; COMPLIANCE OF THE

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ASSIGNORS SHALL HAVE NO LIABILITY TO ASSIGNEE OR ANY PERSON WHOMSOEVER (INCLUDING LICENSEES OR PURCHASERS OF ALL OR ANY OF THE TECHNOLOGY) FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY, OR CONSEQUENTIALLY BY THE TECHNOLOGY OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE TECHNOLOGY OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM ASSIGNORS' OR ASSIGNEE'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT THE TECHNOLOGY.

Assignee acknowledges that Assignors have made no representation or warranty concerning the location of the Technology nor whether all of the Technology is in existence or operational. ASSIGNEE PURCHASES THE TECHNOLOGY AS IS AND WHERESOEVER LOCATED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Assignee accepts the Technology subject to the terms of this Assignment.

Assignee agrees to be responsible for all taxes, that are now existing or hereafter are incurred, assessed, or imposed on the Technology or as a result of the ownership or sale of the Technology, except as expressly provided otherwise in the Asset Purchase Agreement. Assignee hereby agrees to hold Assignors harmless from and against any and all taxes, that are now existing or are hereafter incurred, assessed or imposed on the Technology or as a result of the ownership of the Technology.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignors have caused this Assignment to be signed in Assignors' name.

SILICON VALLEY BANK

Date: 3-4-2003

Marla Johnson
Signature of Assignor

Marla Johnson, Senior Vice President
Printed Name and Title

GATX VENTURES, INC.

Date: _____

Signature of Assignor

Printed Name and Title

SEQUEL ENTREPRENEURS' FUND II, L.P.
as Collateral Agent

Date: _____

Signature of Assignor

Printed Name and Title

IN WITNESS WHEREOF, Assignors have caused this Assignment to be signed in Assignors' name.

SILICON VALLEY BANK

Date: _____

Signature of Assignor

Printed Name and Title

GATX VENTURES, INC.

Date: 3-4-2003

Signature of Assignor

CARL F. SWANSON, VP

Printed Name and Title

SEQUEL ENTREPRENEURS' FUND II, L.P.
as Collateral Agent

Date: _____

Signature of Assignor

Printed Name and Title

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SILICON VALLEY BANK

Date: _____

Signature of Assignor

Printed Name and Title

GATX VENTURES, INC.

Date: _____

Signature of Assignor

Printed Name and Title

SEQUEL ENTREPRENEURS' FUND II, L.P.
as Collateral Agent

Date: 3-5-03


Signature of Assignor

John T. Greff Manager
Printed Name and Title

03-20-03 01:16pm From-HUTCHINSON JACK and COOK, LLC

3034426593

T-826 P.08/27 F-873

ATTACHMENT A

United States Patent Applications

03-20-03 01:16pm From-HUTCHINSON BACK and COOK, LLC

3034426593

T-826 P.09/27 F-873

ATTACHMENT B

International Patent Applications

03-20-03 01:16pm From:HUTCHINSON, JACK and COOK, LLC

3034426593

T-826 P.10/27 F-873

ATTACHMENT C

Disclosures